

## **RELEASE AND WAIVER OF LIABILITY**

This Release and Waiver of Liability ("Release") confirms the agreement between you and the State of Illinois, Department of Transportation, the Illinois State Board of Education and the American Traffic Safety Services Foundation (hereinafter referred to collectively as "Sponsors") regarding your minor child's participation in the Illinois Work Zone Safety Calendar Contest 2005/2006.

The Undersigned custodial parent or legal guardian hereby irrevocably grants to the Sponsors and their authorized agents perpetually, exclusively, and for all media (print, electronic, video and other formats), the right to use the artwork submitted for this contest through your minor child's school, and any reproductions of that artwork, and to identify your minor child as the artist, in any promotional materials at the exclusive discretion of the Sponsors and their authorized agents. Further, the Undersigned custodial parent or legal guardian agrees to allow the Sponsors to use said artwork and identification of your minor child as the artist without any compensation of any type or form to the Undersigned custodial parent or legal guardian.

Further, the Undersigned custodial parent or legal guardian knowingly, freely and voluntarily releases, and discharges the Sponsors, their officers, agents, representatives, servants and employees from any and all liability, claims, judgments, claims, demands, costs, causes of action, including without limitation rights of privacy and publicity, and damages of any kind for any personal injury, losses or damages, known or unknown, to the Undersigned and the Undersigned's minor child caused by, or arising out of the Sponsors' use of the minor child's artwork or the identification of your minor child as the artist.

This Agreement shall not obligate the Sponsor or their authorized agents to use the name of the artwork, or to use any of the rights granted hereunder, or to prepare, produce, exhibit, distribute or in any way exploit the artwork.

The Sponsors shall retain the right to assign their rights hereunder without the consent of the Undersigned, in whole or in part, to any person, firm, organization, or corporation.

**THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTANDS IT. THE UNDERSIGNED REPRESENTS THAT HE OR SHE IS THE CUSTODIAL PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD NAMED BELOW. THE UNDERSIGNED CONSENTS TO THE TERMS AND CONDITIONS AS STATED IN THE RELEASE AND WAIVER ON BEHALF OF HIS OR HER MINOR CHILD. THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT HE OR SHE HAS THE LEGAL AUTHORITY TO GRANT SUCH CONSENT.**

\_\_\_\_\_  
PRINT NAME OF MINOR CHILD/ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PARENT OR LEGAL GUARDIAN

\_\_\_\_\_  
PRINT NAME OF PARENT OR LEGAL GUARDIAN

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NAME OF SCHOOL